TAB 3

APPENDIX A – NH 271 EXHIBITS

EXHIBIT 35

PUBLIC VERSION

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October 1, 2001

DATE STAMP & RETURN

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Thomas B. Getz
Executive Director and Secretary
New Hampshire Public Utilities Commission
8 Old Suncook Road
Concord, NH 03301

Re: Docket No. DT 01-151, Review of Verizon New Hampshire's 271 Application

Dear Mr. Getz:

On behalf of Network Plus, Inc. ("Network Plus"), please find enclosed for filing an original and eight (8) copies of Network Plus's Declaration in the above-referenced proceeding. Also enclosed is a diskette that contains an electronic copy of this filing in WORD is enclosed.

Please date-stamp the enclosed extra copy of this filing and return it in the attached self-addressed, postage prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Michael Donahue at (202) 424-7683.

Respectfully submitted,

Eric J. Branfman
Michael P. Donahue

Enclosures

cc: DT 01-151 Service List

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

Verizon-NH	)	**Docket No. DT 01-151**
271 Application	)	

DECLARATION OF NETWORK PLUS, INC.

Network Plus, Inc. ("Network Plus"), by its attorneys and pursuant to the revised procedural schedule as issued by Hearing Officer Paul Hartman in the above-referenced proceeding, hereby submits its Declaration regarding Verizon New Hampshire's ("Verizon") 271 Filing dated July 31, 2001, and Verizon's compliance with the market opening measures embodied in the fourteen point Competitive Checklist of the Telecommunications Act of 1996 (the "Act").[1]

I. THE DECLARANT

1. My name is Lisa Korner Butler. My business address is Network Plus, Inc. ("Network Plus"), 41 Pacella Park Drive, Randolph, Massachusetts 02368. My business telephone number is (781) 473-2977. I am employed by Network Plus as Vice President Regulatory and Industry Affairs. In this capacity, I am responsible for government and regulatory affairs at the federal and state levels. My primary goals as the regulatory affairs manager are to advance and protect the regulatory needs of competitive carrier interests, raise and refine public awareness about Network Plus and its products, and ensure consumer satisfaction. In addition, I am responsible for obtaining state regulatory approval to conduct business as a competitive local exchange carrier ("CLEC"), negotiating interconnection

[1] 47 U.S.C. § 271(c)(2)(B)(i-xiv) ("Competitive Checklist").

agreements with incumbent local exchange carriers ("ILECs") and assuring that Network Plus complies with all federal and state rules and regulations.

II. COMPETITIVE CHECKLIST ITEM 1 (INTERCONNECTION): Verizon Does Not Provide Nondiscriminatory Access to Interconnection.

2. Section 271(c)(2)(B)(i) of the Act requires that a Bell operating company, including Verizon, seeking authority to provide in-region interLATA services, must provide interconnection arrangements in accordance with the requirements of Sections 251(c)(2), 252(d)(2), and 251(c)(6).[2] More specifically, Competitive Checklist Item 1 requires Verizon to provide carriers access to interconnection at least equal to that it provides to itself or to other carriers,[3] including making available to other carriers interconnection agreements to which it is a party at the same rates, terms and conditions.[4] Verizon erroneously claims that it meets all of the interconnection requirements of the Act. As demonstrated below, Verizon's performance with respect to interconnection evidences a continuing pattern of delay and obfuscation designed to impede competitors' access to the market. Such anticompetitive, discriminatory behavior warrants a finding of noncompliance with Checklist Item 1 and, consequently, rejection of Verizon's application in this proceeding.

3. Verizon must comply with additional interconnection requirements adopted as part of a number of obligations and restrictions ("Merger Conditions") imposed by the Federal Communications Commission ("FCC") in connection with the Bell Atlantic Corporation/GTE Corporation merger.[5] One of the Merger Conditions requires Verizon to permit a CLEC, like

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2 47 U.S.C. § 271(c)(2)(B)(i) ("Competitive Checklist Item 1"). *See also* Verizon Declaration ¶ 23.

3 47 U.S.C. § 251(c)(2).

4 *See* 47 U.S.C. § 252(i).

5 GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a

Network Plus, to adopt a single agreement for several or all of the Verizon states,[6] thereby providing (1) a single set of terms and conditions for the CLEC to master; (2) an expeditious, single process for obtaining an interconnection agreement in several states, thereby avoiding the expenditure of significant financial and human resources; (3) speedy entry into Verizon states by enabling a CLEC to adopt a familiar agreement already known to it from another state; and (4) a cap on the merged company's ability to use its leverage to force CLECs to take a "template" agreement in order to obtain similar interconnection arrangements in all Verizon states at one time without expensive arbitration. Clearly, by imposing this condition, the FCC intended to *improve* a CLEC's ability to compete with the newly merged company in order to ensure that the merged company's increased size, improved economies of scale, and larger market share were offset by some additional advantages to its competitors to maintain a theoretical "level playing field."

4. On January 5, 2001, Network Plus submitted a request to Verizon pursuant to Section 252(i) of the Act and Verizon's Merger Conditions to adopt the interconnection agreement between Bell Atlantic – Vermont and Global NAPs, Inc. (the "Adoption Agreement") in all but four of Verizon's former Bell Atlantic territories. At the same time, Network Plus requested that the Adoption Agreement be amended to include provisions pursuant to which Verizon would provide UNEs, collocation and line sharing consistent with the Commission's most recent orders, including the *UNE Remand Order*.[7] Over the next several months, Verizon

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Submarine Cable Landing License, CC Docket No. 98-184, *Memorandum Opinion and Order*, FCC Rcd 1032, (rel. Jun. 16, 2000) ("*Merger Order*"). The Merger Conditions are Appendix D to the *Merger Order*.

[6] For example, an agreement that Bell Atlantic voluntarily negotiated prior to the merger, could be taken into any other Bell Atlantic state; similarly, a GTE Agreement that was negotiated before the merger could be taken into any other GTE state.

[7] *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, 15 FCC Rcd. 3696, ¶ 91 (1999) ("*UNE Remand Order*")

continuously delayed production and execution of the Adoption Agreement and impeded Network Plus's ability to place orders under the agreement. As a result, Network Plus was forced to incur significant additional expense and delay its entry into certain areas. Significantly, despite the passage of nearly ten months since Network Plus's adoption request, Verizon has, to date, not filed the Adoption Agreement in all of its former Bell Atlantic territories.

5. On or about February 25, 2001, Verizon provided Network Plus signature-ready copies of the Adoption Agreement and stated that, upon receipt of a signed signature page from Network Plus, Verizon would also execute the Adoption Agreement and coordinate filing the agreement with the state commissions. Network Plus signed and returned the Adoption Agreement to Verizon on or about February 28, 2001 and, at the same time, restated its previous request that the Adoption Agreement be amended to include appropriate provisions for, among other things, ordering UNE-P. Network Plus anticipated that Verizon would promptly sign and file the Adoption Agreement as indicated and in accordance with Verizon's obligations. Verizon did not do so.

6. On March 2, 2001, Verizon advised Network Plus that Verizon was preparing UNE-P amendments for the Adoption Agreement and would provide the amendments to Network Plus for its review upon completion. On March 23, 2001, Verizon requested additional information from Network Plus and, in response to a request as to the status of the UNE-P amendments, indicated that the amendments could not be provided because Network Plus did not have interconnection agreements in place in each state. After Network Plus's counsel offered to provide Verizon fully executed signature pages for each state, Verizon finally provided a proposed UNE-P amendment on March 27, 2001.

7. On April 2, 2001, after reviewing Verizon's proposed amendment, Network Plus

proposed two minor revisions to the amendment to address interim UNE rate true-up, clarify or incorporate a reference to the location of certain unstated monthly recurring, usage rates, and define "expedited order". Despite the reasonable, non-controversial nature of Network Plus's proposed revisions and Network Plus's understanding that appropriate modifications had been agreed to by the parties, Network Plus was still waiting for a final version of the UNE-P amendment several weeks later.

8. In the meantime, Verizon continued to request information previously provided numerous times by Network Plus and claimed that it could not proceed with the amendments because Network Plus did not have agreements in place in certain states. In addition, Verizon refused to honor Network Plus's requests to place orders or to even schedule a network planning meeting, claiming that these activities could not take place until the appropriate agreements where filed. In other words, Verizon cited its own, artificially created delay in failing to process and file the signed interconnection agreements or complete a final amendment as a basis for refusing to permit Network Plus to order services and facilities out of the interconnection agreement. Verizon finally begin to file some of the agreements in late April after Network Plus notified Verizon that it would begin unilaterally submitting the agreements to the appropriate state commissions together with a description of the delays and obstacles imposed by Verizon throughout the process.

9. In May 2001, Verizon advised Network Plus that the Adoption Agreement had still not been filed in several jurisdictions. Indeed, as recently as this month, Verizon has informed Network Plus that it would be filing the adopted agreement for the remaining four jurisdictions in the coming weeks. The Adoption Agreement expires by its own terms on November 1, 2001. As a result, it is unlikely that all of the state commissions will have

approved the agreement before it expires. More importantly, after nearly ten months of continually fighting Verizon's efforts to delay Network Plus's entry into the market, at considerable expense, Network Plus must now either adopt another interconnection agreement or negotiate a superseding one, with all of the resulting expense either option will entail. Unless the Commission sends Verizon a message that this type of anticompetitive behavior will not be tolorated, by rejecting Verizon's Section 271 application, Network Plus anticipates that Verizon will continue to inject artificial delay and expense into the interconnection negotiation process in an effort to forestall competition.

10. Verizon's conduct falls far short of compliance with its Checklist and Merger Condition obligations. Rather, it demonstrates a consistent pattern of anticompetitive conduct designed to delay and impede competitors' entry into the market, as well as to significantly increase the cost of competing. Verizon's conduct has significantly impeded Network Plus's ability to compete with Verizon in New Hampshire. Because of Verizon's refusal to provision UNEs and UNE-P, as well as the lengthy Verizon-imposed delay in obtaining an interconnection agreement, Network Plus has been forced to fall back on higher cost resale service in order to meet its customers' deadlines and in some cases has had to postpone entry into a market and turn away customers. This Commission should not condone such clearly discriminatory conduct by Verizon and should find that Verizon has failed to meet its obligations under Checklist Item 1.

III. COMPETITIVE CHECKLIST ITEMS 2 (NON-DISCRIMINATION), 4 (LOCAL LOOPS) AND 5 (LOCAL TRANSPORT): Verizon's High Capacity "No Facilities" Provisioning Policy Is Indicative Of Broader Anticompetitive And Discriminatory Efforts Avoid its UNE Provisioning Obligations

11. Section 271(c)(2)(B)(ii) of the Act requires an RBOC seeking in-region interLATA authority to offer "nondiscriminatory access to network elements in accordance with

the requirements of sections 251(c)(3) and 252(d)(1)."[8] Section 251(c)(3), in turn, requires ILECs "to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory."[9]

12. In recent weeks, Verizon has rejected an increasing number of requests for high-capacity loops and transport based on Verizon's claim that no facilities exist. For instance, in July and the months preceding July, Verizon rejected approximately 6% of Network Plus's orders for no facilities. In August, Verizion rejected approximately 39% of Network Plus's orders, or more than 6 times as many, for no facilities. Finally, while Network Plus has not received responses for all of its September orders, more than 43% of the responses have been rejections by Verizon for no facilities. This evidence clearly demonstrates that Verizon's new policy has resulted in a drastic increase in Verizon's rejection of CLEC orders.

13. Verizon's apparently new "no facilities" policy is unlawful and demonstrates that Verizon has not met its Checklist obligations in New Hampshire. More importantly, however, this new policy is apparently symptomatic of a larger policy to relegate UNEs to separate and inferior networks. In fact, Verizon and other ILECs increasingly appear to be seeking establishment of separate network facilities for UNEs and special access.[10] Verizon and other ILECs claim "they are entitled to provision UNEs in general (as well as combinations of UNEs, such as EELs) using facilities, inventories, and ordering systems that are physically and logically

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8 47 U.S.C. § 271(c)(2)(B)(ii) ("Checklist Item II").

9 47 U.S.C. § 251(c)(3).

10 CC Docket No. 96-98, *Ex Parte Letter of ALTS to Chief, Common Carrier Bureau* at 2 (July 26, 2001) ("*July 26 ALTS Ex Parte*").

distinct from the facilities, inventories, and ordering systems used to provision identical access services."[11]

14. Verizon's new policy embodies a far more restrictive definition of when DS-1 facilities will be available. Significantly, under Verizon's new policy, the term "facility" has been broadened by Verizon to include not only the loop, but the electronics required to condition the loop to meet DS-1 specifications. In addition, Verizon will only provide unbundled DS-1 loops where all the equipment necessary to provide such loops is already in place, including equipment at the customer location. This effectively restricts the ability of CLECs to get DS-1 loops to locations where the customer either has DS-1 service, or had DS-1 service, and all the necessary equipment is still in place.

15. Any claim by Verizon that it is not implementing a new policy is patently false, as evidenced by the fact that CLECs are increasingly experiencing "no facilities available" responses for orders similar to what Verizon had previously provisioned. In addition, this new policy contravenes numerous statements by the FCC that ILECs are required to condition facilities to "transmit the digital signals needed to provide services such as . . . DS-1 level signals."[12] The FCC long ago ruled that ". . . the access and unbundled network elements provided by an incumbent LEC must be at least equal-in-quality to that which the incumbent provides to itself."[13] The FCC also unequivocally rejected an argument raised by GTE that it

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[11] *July 26 ALTS Ex Parte* at 2.

[12] *Deployment of Wireline Services Offering Advanced Telecommunications Capability,* CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd. 4761, ¶ 53 (1998).

[13] *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd. 15499, ¶ 312 (1996); *see also Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Supplemental Order Clarification, 15 FCC Rcd. 9587, ¶ 3 (1999) ("In the [UNE Remand Order] we explained that incumbent LECs routinely provide the functional equivalent of combinations of unbundled loop and transport network elements (also referred to as the enhanced extended link) through their special access offerings. Because section 51.315(b) of the

was not required to provide competing carriers with conditioned loops capable of supporting advanced services where the incumbent is not itself providing advanced services to its customers.[14] Any unilateral decision by Verizon now to degrade the quality of UNEs in comparison to special access or to deny CLECs access to UNEs completely is a naked violation of the Act as well as the antitrust laws, and should be corrected by this Commission immediately.

16. Verizon is also violating the terms of the FCC's *Merger Order*. There, the FCC required the parties to adopt the "best practices" of the merging company in unifying their practices.[15] Verizon's practice of refusing to add DS-1/DS-3 electronics to existing facilities to fill CLEC UNE orders constitutes the adoption by the merged entity of one of the worst practices of the former GTE corporation, rather than the more pro-competitive policy of the former bell Atlantic. Thus, despite its clear obligations under the law, Verizon is attempting unilaterally to impose a position that the FCC has rejected on three occasions. This Commission should not permit Verizon to continue to ignore its legal obligations.

Commission's rules precludes the incumbent LECs from separating the loop and transport elements that are currently combined, we stated that requesting carrier could obtain these combinations at unbundled network element prices."); *UNE Remand Order* at ¶ 481 ("We also decline at this time to reinstate rules 51.315(c)-(f). As discussed above, this issue is currently pending before the Eighth Circuit. As a general matter, however, we believe that the reasoning of the Supreme Court's decision to reinstate rule 51.315(b) based on the nondiscrimination language of section 251(c)(3) applies equally to rules 51.315(c)-(f). Specifically, the Court held that section 251(c)(3)'s nondiscrimination requirements means that access provided by the incumbent LEC must be at least equal in quality to that which the incumbent LEC provides to itself. We note that incumbent LECs routinely combine loop and transport elements for themselves. For example, incumbent LECs routinely provide combinations of loop and transport elements for themselves in order to: (1) deliver data traffic to their own packet switches; (2) provide private line services; (3) provide foreign exchange service. In addition, we note that incumbent LECs routinely provide functional equivalent of the EEL through their special access offerings.") (footnotes omitted).

[14] *UNE Remand Order* at ¶ 173.

[15] *Merger Order* ¶¶ 8, 14.

17. Other commissions have rejected a similar restrictive view of the "availability" of UNEs proposed by other ILECs.[16] For example, the Michigan Public Service Commission stated:

> In this proceeding, the event that precipitates a finding of discrimination is Ameritech Michigan's determination that under certain circumstances it can require [BRE Communications, LLC] to pay special construction charges in connection with the provisioning of an unbundled loop when, under identical circumstances, it routinely foregoes the collection of such charges from its own customers to whom it is provisioning unbundled loops. Having rejected Ameritech Michigan's interpretation of the term "available" in the interconnection agreement, the Commission finds that Ameritech Michigan has no basis for imposing special construction costs on BRE when, under similar circumstances it foregoes recovery of those costs on its own behalf.

The same rationale applies equally in this case. Accordingly, the Commission should not permit Verizon to utilize a policy that result in blatant discrimination against CLECs

18. Verizon's legal obligations are unequivocal. The only question Verizon is entitled to ask itself when a CLEC requests a DS-1 loop is whether it is technically feasible to condition a loop to provide the DS-1 capabilities requested by the CLEC. If the answer to that question is yes, then Verizon must provision a DS-1 capable loop.[17] There is no valid issue as to the technical feasibility of providing these facilities and Verizon has not raised any such claims. Tellingly, in a July 24, 2001 letter to CLECs describing the new policy, Verizon states that in some cases, at its *discretion* (read: when it has already begun construction for its own retail arm), it will provide DS-1 facilities where "facilities are not available" under its new policy.[18] According to Verizon, it will provide facilities where it has "construction underway to meet

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[16] *See, e.g., Complaint of BRE Communications, L.L.C., d/b/a Phone Michigan, against Ameritech Michigan for Violations of the Michigan Telecommunications Act*, Case No. U-11735, 1999 Mich. PSC LEXIS 22, at 28-38 (Feb. 9, 1999).

[17] *Id.*

[18] *See* July 14, 2001 Verizon Letter re DS-1 and DS3 Unbundled Network Elements Policy. ("*July 24 Verizon Letter*") (attached hereto as Exhibit A).

future demand."[19] These orders will have a longer than normal provisioning interval. Verizon claims it will also provide facilities "as long as the central office common equipment and equipment at the end user's location necessary to create a DS-1/DS-3 facility can be accessed."[20] Most importantly, Verizon will construct these facilities if the CLEC is willing to order them pursuant to tariff as special access facilities at a much higher tariffed price.[21] Thus, there is little question that although Verizon can provide these facilities, it would prefer to have CLECs obtain them through the less desirable and more costly special access process. Of course, Verizon's assertion that it may provide DS-1 UNEs "at its discretion" is a candid admission of its intent to discriminate against CLECs in the provision of DS-1 UNEs.

19. As noted above, Network Plus has experienced a more than six-fold increase in orders rejected for no facilities since Verizon instituted its new policy. Verizon's policy has already had a significant negative effect on Network Plus's ability to provide service to its customers. By forcing Network Plus and other CLECs to purchase tariffed special access circuits, Verizon has unilaterally increased the cost of obtaining facilities. In addition, Verizon's policy has significantly increased the time required to obtain the facilities necessary to serve customers. Apart from the obvious problems such delay creates for customers that need facilities by a date certain, Verizon's policy affects Network Plus's ability to provide in-service and other commitments to its customers because Verizon, not Network Plus, controls the timing of installation. Consequently, Network Plus has no way to know, and therefore advise its customer, as to when facilities will be available. Faced with this uncertainty and no guarantee that it will

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19 *July 24 Verizon Letter* at 1.

20 *July 24 Verizon Letter* at 1.

21 *July 24 Verizon Letter* at 2.

be able to use a requested service when it needs it, the customer may be inclined to switch back to Verizon, which is just the result Verizon intends to produce.

20. Network Plus is concerned that Verizon's "no facilities" policy is further manifested by the fact that increasingly a CLEC can only get the UNE facilities it desires, and to which it is entitled, if it orders them as special access circuits. Network Plus is concerned that Verizon will only provide a limited amount of DS-1 facilities as UNEs, and if those facilities are exhausted, then the CLEC is out of luck unless it is willing to pay much higher prices and experience greatly extended provisioning intervals. This result clearly undermines the goals the FCC was seeking to achieve when it required DS-1 facilities to be unbundled. For instance, the FCC has noted how ILECs can take advantage of delays caused "by the unavailability of network elements" by using their own unique access to most customers to gain a foothold in new markets," particularly markets "where services may be offered pursuant to long-term contracts (*e.g.*, DSL and other advanced data services), to 'lock up customers' in advance of competitive entry."[22] Allowing Verizon to limit artificially its wholesale inventory of DS-1 facilities while its retail inventory remains unrestricted would undercut the FCC's requirement that DS-1 facilities be provided on an unbundled and nondiscriminatory basis. Moreover, permitting this type of behavior would enable Verizon to avoid its unbundling obligations in violation of the Act and the Checklist requirements. The Commission should not approve Verizon's application until it has fully investigated the implications of Verizon's policy.

21. Verizon makes no attempt to mask and indeed flaunts the discriminatory nature of its policy. If its retail arm is ordering the facilities they will be provided. In response to CON 1-13, Verizon admitted that:

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[22] *UNE Remand Order* at ¶ 91.

> As a general matter, retail orders are not rejected due to lack of facilities because Verizon will undertake to construct the facilities required to provide service at tariffed rates (including any applicable special construction rates) if the required work is consistent with Verizon's current design practices and construction. Like its retail and carrier access customers, Verizon's CLEC customers may request Verizon to provide DS-1 and DS-3 services pursuant to applicable state or federal tariffs.

Verizon admits that it "has construction underway to meet anticipated future demand."[23] In fact, the primary way for CLECs to be able to get access to conditioned loops in the future will be if the loop has been already conditioned for the customer when the customer was a Verizon retail customer. In those situations where Verizon deigns to condition the DS-1 facilities for a CLEC it imposes special construction charges and other tariffed charges on the CLEC so as to further increase the cost of market entry.[24] In stark contrast to its treatment of CLEC requests, Verizon is conditioning loops and transport, by adding the appropriate electronics, for its retail arm and retail customers, but Verizon does not impose special construction or other charges on its retail customers or its retail arm in those situations.

22. This policy is blatantly discriminatory and designed to provide Verizon with an unfair advantage in the lucrative advanced services market by ensuring that it has adequate facilities for its own retail services, but not for provisioning of UNEs. As the FCC noted, high-capacity facilities are "absolutely necessary for the ubiquitous deployment of high-speed services, including high speed internet access" and that "failing to assure access to high-capacity loops would impair [a CLEC's] ability to provide the services that they seek to offer in the broadband service markets."[25] Continuation of Verizon's policy would give its own retail arm a

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[23] *July 24 Verizon Letter* at 1.

[24] Arguably, these charges are already included, or should have been included, in Verizon's rates for unbundled loops and transport since those rates are intended to recover all forward-looking costs of the network element. Thus, these special construction charges may lead to double recovery of Verizon's costs at its competitors' expense.

[25] *UNE Remand Order* at ¶ 187.

substantial advantage over CLECs in the deployment of high-capacity facilities. Verizon simply cannot demonstrate compliance with the Checklist requirements while its current discriminatory policy is in effect.

IV. OSS (CLEC Support Systems): Verizon Does Not Provide Timely Bills or Bill Credits.

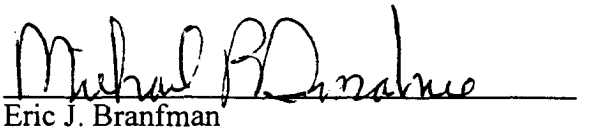
23. In its OSS Declaration, Verizon asserts that it provides accurate wholesale bills to CLECs.[26] Contrary to Verizon's assertion, Network Plus has experienced chronic problems with the timeliness and accuracy of wholesale bills provided by Verizon. Specifically, Network Plus has encountered numerous problems obtaining timely and accurate bill credits for taxes. Network Plus completed and provided Verizon tax exempt forms when Network Plus and Verizon held their first meeting to discuss implementation of their interconnection agreement. Since that time, Network Plus has had to resubmit its tax exempt forms every 2-3 months because Verizon claims not to have received them.

24. More importantly, because Network Plus provided tax exempt information to Verizon, Network Plus has been due bill credits for its UNE-P and other orders, but has yet to actually see such credits on its bills. The issue first arose in April when Network Plus received its first bill and that bill did not include tax credits. When Network Plus advised Verizon of the error, Verizon claimed that it did not have the appropriate tax exempt forms for Network Plus and claimed that once it had the forms, the credits would appear on the next bill. The same thing has happened each month since April – Network Plus receives a bill without tax credits, identifies the error to Verizon and Verizon claims the error will be corrected on the next bill. Significantly, each time Network Plus raises the issue, Verizon claims not to have any information about Network Plus's previous complaints. As a result, each month Network Plus is

forced to must open a new ticket to correct the ongoing omission of tax credits on its bill, and each month, Verizon claims not to have the previous ticket. To Network Plus's knowledge it has not received tax credits on any of its bills to date. In fact, as late as last week, Network Plus was trying to obtain confirmation of bills credits from Verizon. A Verizon representative did send notice that the credits were to have appeared on the August invoice; however, the Network Plus accounting group has not been able to verify this. Several calls have been placed to the person sending the information, for clarification; however, none has been received. Clearly, contrary to Verizon's claim, it is not providing CLECs, such as Network Plus, timely, accurate wholesale bills.

25. This completes Network Plus, Inc.'s Declaration.

Counsel for Network Plus, Inc.

By: 

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Dated: October 1, 2001

[26] OSS Declaration, at ¶ 113-114.

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

D.T.E. No. 01-151

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding.

Dated this 1st day of October, 2001.

Anya D. Fletcher

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

Verizon-NH	)	**Docket No. DT 01-151**
271 Application	)	

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